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NOTES OF CASES.

Hospital as Agent of Railroad Company.—In *Phillips v. St. Louis & S. F. R. Co.*, 111 Southwestern Reporter, 109, decedent was treated at a hospital that was operated in connection with the railroad. While he was known to be insane he was allowed to travel unattended on defendant's train to St. Louis, his home. Alighting there, he was killed by a street car. Defendant contended that the hospital was a distinct, charitable institution, although it appeared that a large part of its revenue was derived from fractional portions of the salaries of the railway employees. The Supreme Court of Missouri held that the hospital association was but an agent of defendant, and its negligence was the negligence of defendant.

Connivance at Wife's Adultery.—Complainant who sought a ground for divorce against his wife employed a detective agency to secure evidence. Thereupon it sent one of its employees, a woman, to complainant's house, who engaged board there. Having been there a few days, she invited defendant to accompany her to New York. There they met two men provided by the agency, who accompanied them to the matinee, to a wine room and finally to a hotel in Hoboken. Other members of the agency, having watched them, forced the door and found defendant in bed with one of the men. The Court of Chancery of New Jersey in *Rademacher v. Rademacher*, 70 Atlantic Reporter, 687, held that while this outrageous performance was not authorized by complainant himself, it was conducted in his interest by his agent, and he was not in a position to take advantage of a position brought about by his agent's acts.

Contract to Refrain from Using Information.—A manufacturer of steel, using a secret process, engaged the personal services of one Nichols under a contract binding him not to divulge any information relating to the process of making steel now known to him, or hereafter acquired by him, during the term of this agreement or afterwards. The Court of Errors and Appeals of New Jersey in *Taylor Iron & Steel Co. v. Nichols et al.*, 69 Atlantic Reporter, 186, held that the necessary result of the enforcement of such contract would be that Nichols must either work for the complainant or remain idle, and he might, at the end of his service, be without an engagement for the rest of his life at the only trade he knows. Such a restraint savors of servitude, unrelieved by an obligation of support on the part of the master.

Advertising as a Nuisance.—In *Fifth Avenue Coach Co. v. City of New York*, 111 New York Supplement, 759, it appeared that plaintiff operated a line of automobile stages on which were carried ad-